

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **August 8, 2006**

AGENDA ITEM NO.: 10

CONSENT:

REGULAR: **X**

CLOSED SESSION:
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Public Hearing: Utility Easement, Heritage Field House**

RECOMMENDATION:

Authorize the City Manager to execute a utility easement/right of way agreement with Appalachian Power Company for the installation and maintenance of utility lines to serve the newly constructed field house.

SUMMARY:

Heritage High School is currently constructing a field house for the School's athletic activities. Appalachian Power Company requires a utility easement/right of way in order to install the utility lines that are needed to serve the field house. Since the City owns the property upon which the field house is located Appalachian Power Company has requested that the City execute the utility easement/right of way agreement. State law requires the City to hold a public hearing before granting an easement/right of way on public property.

PRIOR ACTION(S):

None

FISCAL IMPACT:

None

CONTACT(S):

Walter C. Erwin, 455-3973

ATTACHMENT(S):

Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That the City Manager is authorized to execute a utility easement/right-of-way with Appalachian Power Company granting access to City-owned property to install underground service at Heritage High School Field House.

Adopted:

Certified: _____
Clerk of Council

094P



July 6, 2006

Lynchburg, City Attorney
Mr. Walter Erwin
900 Church Street
Lynchburg, VA. 24504

Dear Mr. Erwin:

RE: Appalachian Power Company easement
Heritage High School, Field House
Tax Parcel No. 24807001

This correspondence is in reference to our phone conversation of July 6 regarding the underground service to serve the above-mentioned property. Enclosed you will find the easement necessary for Appalachian to install the facilities on city property.

It is my understanding that this service will be required in approximately three weeks. Since approval from City Council and the subsequent easement can not be obtained in time to meet this deadline, Appalachian will need a letter granting us the right to enter the cities property to install said facilities.

I appreciate your spirit of cooperation in this matter. Should you have any questions please contact me at 276 627-1225.

Sincerely,

A handwritten signature in cursive script that reads 'Robert E. Wilson'.

Robert E. Wilson
Right of Way Agent

TAX PARCEL No. 24807001

GRW 32-UGOHD – VA CORP

The City of Lynchburg Eas. No. _____ R/W Map No. 3779 152 B/2
W.O. No. W001400101 Job No. 06 3121324 Prop. No. 1
Line Heritage High School – Field House

THIS AGREEMENT, made this 6th day of July, 2006, by and between **THE CITY OF LYNCHBURG**, a Municipal Corporation of the Commonwealth of Virginia, herein called "Grantor", and **APPALACHIAN POWER COMPANY**, a Virginia corporation, herein called "Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by Appalachian, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys, and warrants to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in **The City of Lynchburg**, State of Virginia.

Being a right of way and easement on the property of the Grantors identified as Campbell County, Tax Parcel Number 24807001.

This easement extends in a northeasterly direction from
Appalachian's existing pole numbered 152 B/2 216 to
and including new pole numbered 152 B/2 7601.

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires transformers, pedestals, risers, pads, fixtures, and appurtenances (hereinafter called "Appalachian's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises; the right to cut down, trim, clear, and/or otherwise control, and at Appalachian's option, remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of, Appalachian's Facilities; the right to disturb the surface of said premises and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

Accepted pursuant to the Code of Virginia (15.2 – 1803) on behalf of The City of Lynchburg by authority granted by City Council, approved as to form:

By: _____
Walter C. Erwin, III
City Attorney

By: _____
L. Kimball Payne, III
City Manager

STATE OF _____)

COUNTY OF _____)

To-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Walter C. Irwin, III, City Attorney and L. Kimball Payne, III, City Manager on behalf of The City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia.

Notary Public/Commissioner

My Commission expires:
